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Date APR. 27. 1988

Fee \$13.00

ICC Washington, D. C.

EUROPEAN OFFICE

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INTERSTATE COMMERCE COMMISSION

April 27, 1988

\$13.00 filing fee

Dear Ms. McGee:

On behalf of Citicorp North America, Inc., I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, seven executed counterparts of a primary document, not previously recorded, entitled Lessor Security Agreement dated as of March 1, 1988.

The parties to the enclosed Lessor Security Agreement are:

Citicorp North America, Inc. - Lessor (Secured Party)
601 Midland Avenue
Rye, New York 10580

CSX Transportation, Inc. - Lessee (Debtor)
100 North Charles Street
Baltimore, Maryland 21201

The said Lessor Security Agreement, among other things, covers the granting by Lessee to Lessor of a security interest in certain subleases of designated covered hopper cars.

The units of equipment covered by the Lessor Security Agreement are those covered hopper cars identified in Schedule A thereto, a copy attached hereto.

A short summary of the document to appear in the ICC Index is as follows:

"Covers subleases of covered hopper cars"

Enclosed is a check in the amount of thirteen dollars (\$13) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterparts of the Lessor Security Agreement not

New number
are:

Conveyed David Wilson

- 2 -

needed for your files, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,

Allen H. Harrison, Jr.
Attorney for the purpose
of this filing for
Citicorp North America, Inc.

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Enclosures

AHH/iw

BY HAND

SCHEDULE A TO
LESSOR SECURITY
AGREEMENT

DESCRIPTION OF LEASED EQUIPMENT
Identifying Mark and Numbers

COVERED HOPPER CARS = 177

CSXT 246520	CSXT 246581	CSXT 248282	CSXT 248359
CSXT 246522	CSXT 246582	CSXT 248285	CSXT 248361
CSXT 246523	CSXT 246583	CSXT 248287	CSXT 248363
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CSXT 246579	CSXT 248281	CSXT 248355	
CSXT 246580			

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RECORDATION NO. _____ FILED 1988

APR 27 1988 -2 50 PM

INTERSTATE COMMERCE COMMISSION

LESSOR SECURITY AGREEMENT

Dated as of March 1, 1988

Between

CITICORP NORTH AMERICA, INC.,
Lessor,

and

CSX TRANSPORTATION, INC.,
Lessee

Railroad Rolling Stock

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EXHIBIT A - DEFINITIONS

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AGREEMENT SUPPLEMENT

SCHEDULE A - DESCRIPTION OF LEASED EQUIPMENT

LESSOR SECURITY AGREEMENT

THIS LESSOR SECURITY AGREEMENT ("Lessor Security Agreement") is dated as of March 1, 1988, between CITICORP NORTH AMERICA, INC., a Delaware corporation ("Lessor"), and CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee").

W I T N E S S E T H:

WHEREAS, the defined terms in Exhibit A annexed hereto are hereby incorporated herein;

WHEREAS, concurrently herewith, Lessor and Lessee have entered into the Lease and the Participation Agreement, providing for the purchase by Lessor and the leasing to Lessee of the Units described therein;

WHEREAS, as security for payment and performance of the obligations of Lessee to Lessor under the Lease, the Participation Agreement and this Lessor Security Agreement, it is the intent of Lessee to grant to Lessor and to create a security interest in certain property of Lessee, as hereinafter provided; and

WHEREAS, it is a condition to the participation by Lender and Lessor (individually, a "Participant"; and collectively, the "Participants") in the transaction contemplated in the Participation Agreement, including, without limitation, the purchase of the Notes by Lender, that Lessee and Lessor execute and deliver to each Participant this Lessor Security Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Grant of Security Interest. Lessee hereby assigns, transfers and grants to Lessor a security interest in the property described in Paragraph 2 below (collectively and severally, the "Collateral") to secure payment and performance of the obligations of Lessee to Lessor described in Paragraph 3 below (collectively and severally, the "Obligations").

2. Collateral. The Collateral shall consist of each Sublease covering any of the Units in Schedule A hereto together with all of Lessee's estate, right, title, interest, claim and demand in, to and under the Sublease, including, without limitation, the right to receive notices and give consents under the Sublease and the right to receive all rent, damages and other moneys from time to time payable to or receivable by Lessee under the Sublease, including, without limitation, insurance and condemnation proceeds, provided that additional Units may be added to Schedule A hereof from time as evidenced by execution by Lessor and Lessee of a Lessor Security Agreement Supplement substantially in the form set forth in Exhibit B annexed hereto and any and all property described or referred to in such Lessor Security Agreement Supplement shall become and be subject to the security interest herein granted as fully and completely as though specifically described in Schedule A hereof.

3. Obligations. The Obligations of Lessee secured by this Lessor Security Agreement shall consist of any and all debts, obligations, and liabilities of Lessee to Lessor arising out of or related to the Lease or any other Operative Agreement, and all amendments or extensions or renewals thereof, whether now existing or hereafter arising, voluntary or involuntary, whether or not jointly owed with others, direct or indirect, absolute or contingent, liquidated or unliquidated, and whether or not from time to time decreased or extinguished and later increased, created, or incurred.

4. Covenants of Lessee. In addition to all covenants and agreements of Lessee set forth in the Lease and the Participation Agreement, which are incorporated herein by this reference, Lessee hereby agrees (a) to do all acts that may be necessary to maintain, preserve, and protect the Collateral; (b) to mark all copies of such Sublease so as to indicate the interest of Lessor therein and to deliver to Lessor the original execution counterpart of each Sublease, which counterpart may be delivered by Lessor to Lender; (c) to pay promptly when due all taxes, assessments, charges, and liens (other than Permitted Lessee Liens) now or hereafter imposed upon or affecting any material parts of the Collateral; (d) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings deemed necessary or appropriate by Lessor to perfect, maintain and protect its security interest hereunder and the priority thereof and to deliver to Lessor promptly on receipt by Lessee all proceeds consisting of chattel paper or instruments; (e) to appear in and defend any action or proceeding that may affect its title to or Lessor's interest in the Collateral; (f) to keep separate, accurate and complete records of the Collateral and to provide Lessor with such records and such other reports and information relating to the Collateral as Lessor may reasonably request from time to time; (g) except as approved in writing by Lessor or as expressly permitted herein, not to surrender or lose possession of (other than to Lessor), sell, encumber, lease, rent, or otherwise dispose of or transfer (other than in the ordinary course of business) any portion of the Collateral or any right or interest therein, and to keep the Collateral free of all liens, except Permitted Lessee Liens; and (h) to give prompt notice to Lessor of any material default or material failure to perform by any Sublessee of which Lessee has knowledge and promptly to give Lessor copies of any notice of such material default or material failure given by Lessee to such Sublessee.

5. Authorized Action by Lessor.

(a) If Lessee fails to perform any of the covenants or agreements contained in this Lessor Security Agreement or if any action or proceeding is commenced that affects Lessor's interest in the Collateral or any part thereof, then Lessor may, but without obligation to do so and without notice to or demand upon Lessee, make such appearances, pay such costs and take such action as Lessor deems reasonably necessary or appropriate to protect Lessor's interest. Any amounts disbursed by Lessor pursuant to this Paragraph 5(a) shall be part of the Obligations secured by this Lessor Security Agreement and shall bear interest at a per annum rate equal to the Default Rate.

(b) Lessee hereby irrevocably appoints Lessor as its attorney in fact so to do, but Lessor shall not be obligated to incur any and shall incur no liability to Lessee or any third party for failure so to do, any act that Lessee is obligated by this Lessor Security Agreement to do, and to exercise such rights, powers and remedies as Lessee might exercise with respect to the Collateral.

6. Notification; Collateral. Lessee agrees that Lessor may at any time, but shall not be obligated to, notify any person obligated under any contract constituting a part of the Collateral of the assignment of such contract, and Lessee hereby authorizes Lessor to direct any such person in whatever manner Lessor shall deem appropriate or necessary to cause such person to make payment and render performance directly to Lessor; provided, however, that Lessor agrees that it shall not give notice requiring payment or performance directly to Lessor prior to the occurrence of an Event of Default hereunder. Except as otherwise provided in this Lessor Security Agreement, until otherwise notified by Lessor, Lessee shall collect, enforce, and receive delivery, payment and performance of the Collateral and exercise all rights and powers that it would otherwise be entitled to exercise.

7. Default and Remedies. A Default shall be deemed to have occurred under this Lessor Security Agreement upon (a) the failure of Lessee to observe or perform any of its covenants hereunder or under the Participation Agreement and such failure shall continue for fifteen (15) days after Lessee has received notice of such failure from Lessor or (b) the occurrence of an Event of Default under the Lease. Upon the occurrence of any such Default, Lessor, at its option, may declare this Lessor Security Agreement to be in default and may, at any time thereafter, without further notice to Lessee and in addition to all rights and remedies available to Lessor, do any one or more of the following: (a) foreclose or otherwise enforce Lessor's security interest in any manner permitted by law, or provided for in this Lessor Security Agreement; (b) sell, lease, or otherwise dispose of any Collateral at one or more public or private sales, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as Lessor may determine; (c) recover from Lessee all costs and expenses, including without limitation reasonable attorneys' fees, incurred or paid by Lessor in exercising any right, power, or remedy provided by this Lessor Security Agreement or by law; and (d) enter onto property where any Collateral is located and take possession thereof with or without judicial process.

8. Cumulative Rights. The rights, powers and remedies of Lessor under this Lessor Security Agreement shall be in addition to all rights, powers and remedies given to Lessor by virtue of any statute or rule of law, the Lease, any of the other Operative Agreements or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing Lessor's security interest in the Collateral.

9. Waiver. Any forbearance, failure or delay by Lessor in exercising any right, power or remedy shall not preclude the further exercise

thereof, and every right, power or remedy of Lessor shall continue in full force and effect until such right, power or remedy is specifically waived in a writing executed by Lessor. Lessee waives any right to require Lessor to proceed against any person or to exhaust any Collateral or to pursue any remedy in Lessor's power.

10. Setoff. Lessee agrees that Lessor may exercise its rights of setoff with respect to the Obligations in the same manner as if the Obligations were unsecured.

11. Binding upon Successors. All rights of Lessor under this Lessor Security Agreement shall inure to the benefit of its successors and permitted assigns, and all obligations of Lessee shall bind its successors and assigns.

12. Severability. If any of the provisions of this Lessor Security Agreement shall be held invalid or unenforceable, this Lessor Security Agreement shall be construed as if not containing those provisions and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

13. References; Headings. The singular includes the plural. The descriptive headings of the several Paragraphs of this Lessor Security Agreement are inserted for convenience only and do not constitute a part of this Lessor Security Agreement.

14. Choice of Law and Counterparts. This Lessor Security Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including without limitation all matters of construction, validity, and performance, and, where applicable and except as otherwise defined herein, terms used herein shall have the meanings given them in the New York Uniform Commercial Code. The terms hereof may not be changed orally, but may be changed only by an agreement in writing signed by the party against whom enforcement of such change is sought. This agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, but all of such counterparts shall together constitute a single instrument.

15. Notice. All notices and other communications required under the terms and provisions of this Lessor Security Agreement shall be governed by the notice provisions of the Participation Agreement.

16. Assignment as Collateral. All right, title and interest of Lessor in and to this Lessor Security Agreement and the Collateral has been assigned to and is subject to the lien of Lender as secured party under the Security Agreement. The parties hereto recognize and agree that actions permitted or required hereunder to be performed by, or allowed to be performed by, Lessor may, so long as the Indebtedness (as defined in the Security Agreement) has not been paid or performed, be performed by Lender in accordance with the provisions of the Security Agreement and that all references to Lessor shall include Lender. Third-party beneficiary rights shall accrue to Lender by virtue of this Paragraph 16.

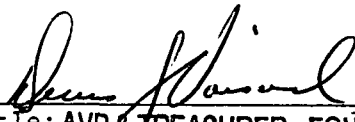
17. Release of Collateral. All of the Collateral shall be released automatically from the security interest granted hereby upon the satisfaction in full of all the Obligations.

18. Contract Enforcement. So long as no Default hereunder shall have occurred and be continuing, Lessee shall have, during the term of the Lease, the full right, power and authority to exercise and enforce, at Lessee's sole expense, all contract rights in which Lessor has a security interest under this Lessor Security Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lessor Security Agreement as of the date first above written.

LESSEE:

CSX TRANSPORTATION, INC.

By 
Title: AVP & TREASURER - EQUIPMENT UNIT

LESSOR:

CITICORP NORTH AMERICA, INC.

By _____
Title: _____

17. Release of Collateral. All of the Collateral shall be released automatically from the security interest granted hereby upon the satisfaction in full of all the Obligations.

18. Contract Enforcement. So long as no Default hereunder shall have occurred and be continuing, Lessee shall have, during the term of the Lease, the full right, power and authority to exercise and enforce, at Lessee's sole expense, all contract rights in which Lessor has a security interest under this Lessor Security Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lessor Security Agreement as of the date first above written.

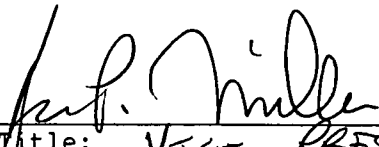
LESSEE:

CSX TRANSPORTATION, INC.

By _____
Title: _____

LESSOR:

CITICORP NORTH AMERICA, INC.

By 
Title: VICE PRESIDENT

State of Maryland)
County of Baltimore) ss.

On this 21st day of March, 1988, before me personally appeared Dennis J. Oswald, to me personally known, who being by me duly sworn, says that he is VP & TREASURER - EQUIPMENT TRANSPORTATION, INC., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

H. Marlene Winchell
Notary Public

H. MARLENE WINCHELL
BALTO. CO., MD.
My Commission Expires July 1, 1990

My commission expires:

State of _____)
County of _____) ss.

On this ____ day of _____, 1988, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of CITICORP NORTH AMERICA, INC., that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My commission expires:

State of _____)
) ss.
County of _____)

On this ____ day of _____, 1988, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of CSX TRANSPORTATION, INC., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My commission expires:

State of New York)
) ss.
County of Westchester)

On this 22 day of March, 1988, before me personally appeared Roger P. Miller, to me personally known, who being by me duly sworn, says that he is a Vice President of CITICORP NORTH AMERICA, INC., that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Thomas A. Matamoros
Notary Public

My commission expires:

THOMAS A. MAYAMOROS
Notary Public, State of New York
No. 63-4723452
Qualified in New York County
Commission Expires November 30, 1988

EXHIBIT A
TO THE LESSOR
SECURITY AGREEMENT

DEFINITIONS

The terms defined in the Lease, in the Security Agreement and in the Participation Agreement when used herein shall have the same meanings as so defined unless otherwise defined or the context otherwise requires.

"Collateral" shall have the meaning as defined in Paragraph 2 hereof.

"Default" shall mean any of the Defaults described in Paragraph 8 hereof.

"Default Rate" shall have the meaning as defined in Section 19 of the Lease.

"Indebtedness" shall have the meaning as defined in Section B.1 of the Security Agreement.

"Lease" shall mean the Equipment Lease dated as of the date hereof between Lessor and Lessee.

"Note" or "Notes" shall mean a Note or Notes of Lessor issued under and pursuant to the Security Agreement.

"Operative Agreement" shall mean each of this Agreement, the Participation Agreement and the Lease.

"Participation Agreement" shall mean the Participation Agreement dated as of the date hereof among Lessee, Lessor and Lender.

"Permitted Lessee Liens" shall mean with respect to the Collateral, (i) the security interest created by this Lessor Security Agreement; (ii) liens for taxes either not yet due or being contested in good faith and by appropriate proceedings diligently conducted so long as such proceedings shall stay the enforcement thereof and the sale or forfeiture of any Unit or any part thereof or interest therein; (iii) undetermined or inchoate materialmen's, mechanics', workmen's, repairmen's or employees' liens or other like liens arising in the ordinary course of business and securing obligations which are not delinquent or which shall have been bonded or the enforcement of which shall have been suspended (but only for the duration of such suspension) and (iv) the rights of Sublessee and any permitted assignee under the Sublease.

"Security Agreement" shall mean the Security Agreement dated as of the date hereof between Lessor and Lender.

"Sublease" shall mean each sublease, if any, by Lessee of a Unit which Lessee is permitted to enter into pursuant to Section 17.1 of the Lease.

"Sublessee" shall mean any party entering into a Sublease with Lessee.

"Units" shall have the meaning as set forth in the Lease.

EXHIBIT B
TO THE LESSOR
SECURITY
AGREEMENT

LESSOR SECURITY AGREEMENT SUPPLEMENT NO. ____

THIS LESSOR SECURITY AGREEMENT SUPPLEMENT, dated _____, of CITICORP NORTH AMERICA, INC., a Delaware corporation ("Lessor"), and of CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee"), under the Lessor Security Agreement dated as of March 1, 1988 ("Lessor Security Agreement") between Lessor and Lessee.

W I T N E S S E T H

WHEREAS, capitalized terms herein are used as defined in the Lessor Security Agreement;

WHEREAS, the Lessor Security Agreement provides for the execution and delivery of a supplement substantially in the form of this Supplement No. __, which supplement shall particularly describe the Units relating to any Sublease; and

WHEREAS the Lessor Security Agreement relates to each Sublease covering any of the Units described in the following paragraph and is being filed for recordation on or promptly after the date of this Supplement No. __, with the Interstate Commerce Commission.

NOW, THEREFORE, to secure the Obligations, Lessee has assigned, transferred, and granted a security interest in the Collateral and does hereby grant, assign, and transfer a security interest in and confirm to the Lessor, its successors and assigns, each Sublease covering any of the railcars described in Schedule A attached hereto.

TO HAVE AND TO HOLD the aforesaid property to the Lessor, its successors and assigns, and for the uses and purposes and subject to the terms and conditions set forth in the Security Agreement.

This Supplement No. __ shall be construed as supplemental to the Lessor Security Agreement and shall form a part thereof, and the Lessor Security Agreement is hereby incorporated by reference in this Supplement No. __ and is hereby ratified, approved and confirmed.

This Supplement No. __ is being delivered in the State of New York.

This Supplement No. __ may be executed by Lessor and Lessee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same supplement.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Supplement No. __ to be duly executed by their respective, duly authorized officers as of the day and year first above written.

LESSOR: CITICORP NORTH AMERICA, INC.

By _____
Title:

LESSEE: CSX TRANSPORTATION, INC.

By _____
Title:

SCHEDULE A TO
LESSOR SECURITY
AGREEMENT
SUPPLEMENT NO. 1

DESCRIPTION OF LEASED EQUIPMENT

Description

Identifying Mark and Numbers

Covered Hopper Cars

SCHEDULE A TO
LESSOR SECURITY
AGREEMENT

DESCRIPTION OF LEASED EQUIPMENT
Identifying Mark and Numbers

COVERED HOPPER CARS = 177

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